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AGREEMENT

between

WOODSTOWN-PILESGROVE REGIONAL BOARD OF EDUCATION

AND

WOODSTOWN-PILESGROVE REGIONAL SECRETARIAL ASSOCIATION

 **July 1, 1980 to June 30, 1983**

LIBRARY
Institute of Management and
Labor Relations

OCT 8 1981

RUTGERS UNIVERSITY

ARTICLE I

RECOGNITION

The Board of Education of the Woodstown-Pilesgrove Regional School District recognizes the Woodstown-Pilesgrove Regional Secretarial Association as the exclusive representative for the bargaining unit consisting of secretarial and clerical personnel, but excluding the secretary to the Superintendent and the secretaries to the Board Secretary/Business Administrator.

ARTICLE II

GRIEVANCE PROCEDURE

A. Definition

1. A "grievance" is a dispute as to the interpretation of this agreement.
2. A "grievant" is an employee who files a grievance.
3. "Day" means calendar day. Saturdays, Sundays, and State mandated legal holidays are excluded as the last day of the time limit.
4. "Representative" is a person or agent designated to represent either party in the grievance procedure.
5. "Party in interest" is a person, agent or agency with an interest in the grievance.
6. "Class Grievance" is a formal grievance by two (2) employees, each in a separate building.

B. Procedures

1. Grievances shall be processed promptly and expeditiously.
2. Grievances shall be adjudicated according to the terms of this agreement.
3. Formal grievances shall be filed in writing.
4. Communications and decisions concerning formal grievances shall be in writing.
5. Grievances filed but not resolved under the terms of this procedure shall be resolved according to the mutually agreed time structure.
6. Parties in interest shall be permitted representatives limited to three (3) persons at all levels of the procedures, and witnesses as determined by the hearing officer, provided requests for such are filed two (2) days prior to the hearing.

7. There shall be at least one (1) designated employee grievance representative in each school building.
8. There shall be no additional evidence submitted during the grievance process, once a formal grievance has been filed.
9. Failure by a grievant to process a grievance within the specified time limit shall render the grievance as settled in favor of the Board.
10. Failure to issue a decision within the specified time limit shall render the grievance settled in favor of the grievant.
11. Class - Grievances shall be filed at Level 2 within ten (10) days of occurrence.

C. Processing

1. Level 1 - Informal Grievances - A grievant shall discuss informally with his or her immediate superior any alleged misinterpretation of this agreement, within ten (10) days of such occurrence, in order to resolve the grievance. Failure to resolve the grievance shall advance the grievance to Level 2.
2. Level 2 - Formal Grievances
 - a. A grievant shall file a formal grievance within ten (10) days of the occurrence and shall specify the cause of the grievance, the nature of the grievance, the evidence and the remedy.
 - b. The immediate supervisor shall hold a hearing promptly within five (5) days of receipt of the formal grievance and shall render his or her decision within five (5) days after the hearing.
3. Level 3 - Appeals to the Superintendent
 - a. Within five (5) days of decision at Level 2, the grievant may request an appeal to the Superintendent, the appeal shall include all materials previously submitted.
 - b. The Superintendent shall establish a hearing within the ten (10) days following such a request and notify the grievant five (5) days prior to the hearing date.
 - c. Within five (5) days of the set hearing, the Superintendent shall notify the parties in interest of his decision.
4. Level 4 - Appeals to the Board - Grievances appealed to the Board shall be processed as in Level 3 except that the Board will establish a hearing within thirty (30) days. The decision of the Board in these matters shall be final and binding unless it is appealed to Level 5, under the provisions of Level 5.

5. Level 5 - Arbitration

- a. Within ten (10) days of the decision of the Board, the grievant may request arbitration of the grievance by filing notice with the Superintendent.
- b. The parties in interest shall request a list of arbitrators from the American Arbitration Association.
- c. Within five (5) days of receipt of such list an arbitrator shall be selected by alternately striking a name from the list, the grievant striking first. If the arbitrator is unable to serve, a new list shall be requested and the process repeated.
- d. The arbitrator shall establish rules for the hearing, except as provided herein.
- e. The arbitrator shall first rule on the arbitrability of the grievance if so requested by either party.
- f. The arbitrator shall have no power to add to, subtract from or alter the language of the agreement. He shall have no power to make an award inconsistent with law. He shall rule only on the interpretation of the clause of the agreement.
- g. The arbitrator's decision shall be binding on all parties, except that if his decision requires legislative action, his decision shall be effective only if such legislation is enacted.
- h. The cost of the service of the arbitrator shall be shared equally by the parties in interest.
- i. No new evidence shall be submitted in the arbitration procedure once the hearing of the Board has been concluded.

D. General Provisions

1. No prejudice will attend any party in interest by reason of the utilization or participation in the grievance procedure.
2. The filing of any pendency of any grievant shall not impede the normal management and operation of the schools.
3. All records of grievance processing shall be filed separately.
4. Forms for grievance processing shall be mutually agreed upon by the parties to the agreement. The Association will distribute the forms as they require these.

5. Parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.

ARTICLE III

RIGHTS OF THE PARTIES

- A. The WPRSA and its representatives shall have the right to use the school buildings at all reasonable hours for meetings. Application for use of facilities with approval shall be filed according to Board Policy. All such meetings shall occur after the close of school business for the day.
- B. The WPRSA shall have the right to use school equipment on premises at reasonable times when such equipment is not otherwise in use. The equipment shall not be used during school hours. The WPRSA shall pay for the reasonable cost of all materials and supplies incident to such use and the reasonable cost of any repairs caused by WPRSA use of the equipment.
- C. The WPRSA shall have the right to use the inter-school mail facilities and school mailboxes for WPRSA business.

ARTICLE IV

HOURS OF WORK AND WORKDAY

- A. A normal work schedule of thirty-five (35) hours per week is established. The regular work day shall consist of seven (7) hours for all covered employees.
- B. Employees covered by this Agreement are compensated on a salary basis for a forty (40) hour week:
 1. Overtime will be paid to employees covered under this Agreement who work in excess of forty (40) hours per work week. The rate of overtime pay shall be calculated at 1-1/2 times the normal rate of pay. Said overtime shall be authorized by the building principal.
 2. Employees may be required to work in excess of the normal thirty-five (35) hour schedule on certain occasions. Hours worked between the normal thirty-five (35) hour schedule and forty (40) hours per week may be credited as compensatory time as outlined below:
 - a. Compensatory time will be accrued on a time-for-time basis.
 - b. Use of accrued compensatory time shall be only with the approval of the Superintendent of Schools upon request of the employee.
 - c. Employees may accumulate a maximum of five (5) days of compensatory time in any contract period. Compensatory time not used by an employee during the contract period shall be considered waived by the employee and the employee shall make no further claim on the Board for such waived time as either compensatory time off or payment at the overtime rate.

ARTICLE V
WORK SCHEDULE

- A. All ten (10) month employees will be required to work two hundred (200) days, excluding holidays. All eleven (11) month employees will be required to work two hundred and twenty (220) days, excluding holidays. All twelve (12) month employees will be required to work two hundred and forty (240) days, except for Saturdays, Sundays, rotating holidays and earned vacation time. All other days between July 1 and June 30 are considered work days.
- B. If an employee is requested to work on a holiday, the employee will receive holiday pay (a day's pay) plus an extra day's pay.
- C. Due to the variation in school calendars from year to year, and the nature of the position, the clerical staff holidays shall conform to that of the teaching staff with the exception of Christmas and Easter recesses, which will be determined by the building principal and approved by the Superintendent.

ARTICLE VI
VACATIONS

- A. Annual vacations based on seniority shall be taken within the contract period at the discretion of the Superintendent of Schools. Members of the unit may bank a maximum of two (2) weeks accrued vacation time.
- B. Vacation schedules for all regular twelve (12) month employees will be as follows:

<u>Years of Service</u>	<u>Vacation</u>
After 1 year	1 week
2 years to 9 years	2 weeks
Over 10 years	3 weeks

- C. Present employees will continue to receive vacation rights that have been built up by them until they reach the number of years needed to conform to this provision.
- D. Whenever a legal holiday falls within the scheduled vacation period, the employee will receive one (1) extra day of paid vacation or an additional day's pay rather than a vacation day.

ARTICLE VII
PERSONAL LEAVE

- A. Each employee may utilize up to two (2) work days per year for personal business reasons and should not be required to state a specific reason for requesting same except in (2) below:
 1. The Superintendent of Schools must be notified in writing on the form provided forty-eight (48) hours in advance of said leave.
 2. If the Superintendent is not notified in writing on the form provided within the forty-eight (48) hours prior to the commencement of said leave then the leave may be taken only if an emergency exists and that emergency has been explained to the Superintendent and the Superintendent has given his approval for the leave.

ARTICLE VII - CONTINUED

3. Personal business leave days are not accumulative.
4. No more than one (1) of the members of the unit may take personal leave on the same day.
5. No personal business days may be utilized on the days immediately preceding or following either a holiday or vacation period.
6. No personal business days may be taken during the period between May 1 and June 30 without the expressed permission of the Superintendent. The employee must also state the reason for the personal leave request during this period.

ARTICLE VIII

SICK LEAVE

- A. All employees covered by this Agreement shall be allowed sick leave with pay for one (1) day per month for each month of the year that the employee actually works. Therefore, all ten (10) month employees will receive ten (10) sick leave days per year. All eleven (11) month employees will receive eleven (11) sick leave days per year. All twelve (12) month employees will receive twelve (12) sick leave days per year. Any unused sick leave days accumulate without limit from year to year.

ARTICLE IX

BEREAVEMENT LEAVE

- A. The Board will provide up to four (4) work days leave for each death in the immediate family. The Superintendent shall determine the actual number of days granted in each circumstance.
- B. The immediate family shall consist of the employee's mother, father, sister, brother, son, daughter, spouse, mother-in-law, father-in-law and grandparents.
- C. The work days granted for bereavement leave shall be non-cumulative.
- D. The Board will provide one (1) work day per year for the death of a relative other than a person in the immediate family as noted above. This day may also be used for the death of a close friend. The day will be non-cumulative and may be utilized once in a contract year.

ARTICLE X

JURY DUTY

All employees covered by this Agreement who are called on jury duty shall be paid for the time thus lost from regular school duties and the amount of payment shall be the difference between their regular pay and their jury duty pay.

ARTICLE XI

LEAVES OF ABSENCE

- A. All requests for a leave of absence of any duration must be submitted by an employee to the Superintendent. All requests for leave of absence should be made with as much notification as possible to the Superintendent and the Board. In all cases, requests for leave of absence must be submitted to the Superintendent at least ten (10) school days before the next regularly scheduled Board meeting.
- B. All leaves of absence will be granted at the discretion of the Board and after the recommendations of the Superintendent have been fully reviewed. The decision of the Board on the acceptance or rejection of request for a leave of absence is final.
- C. If an emergency develops and the Superintendent believes that emergency conditions exist, the requirements in A. above may be waived at the discretion of the Superintendent.

ARTICLE XII

COST OF PRINTING

Cost of this Agreement shall be provided by the Board to the Secretarial Association. The parties shall mutually agree on the number of copies to be provided by the Board to the Association. The cost of publication and distribution shall be borne equally by the parties of the Agreement.

ARTICLE XIII

HEALTH INSURANCE

- A. The Board of Education shall make available to employees in the bargaining unit, and be responsible for the full payment of employee coverage and dependent coverage for each employee that enrolls in New Jersey Public School Health Benefits Plan.
- B. Effective July 1, 1980, the Board will provide single prescription plan, \$1.00 co-pay and effective July 1, 1981, such shall be expanded to family prescription coverage.

ARTICLE XIV

POSTING PROCEDURE

Any vacancy funded with Board of Education funds will be posted for a ten (10) day period, after the vacancy has been made known to the Superintendent, on the central bulletin board in each school building. Any secretary who wishes to be considered for said vacancy must contact the Superintendent's Office in writing within the ten (10) day period noted above.

ARTICLE XV

NO STRIKE CLAUSE

The Association agrees that it will not engage in any job action, sanction activities or other types of boycotts nor would the Association condone such activities on the part of its membership. Members engaged in any such activities as persons represented in the bargaining unit shall be subject to the full disciplinary procedures approved by the Board.

ARTICLE XVI

BOARD RIGHTS

The Board reserves to itself full jurisdiction and authority over matters of policy and retains the right, subject only to the specific limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations:

1. To direct employees of the school district.
2. To hire, promote, transfer, assign and retain employees in positions in the school district and for just cause, to suspend, to demote, to discharge or take other disciplinary action against employees.
3. To relieve employees from duty because of lack of work or for other legitimate reasons.
4. To maintain the efficiency of the school district operations entrusted to them.
5. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE XVII

FULLY BARGAINED PROVISION

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or executed this Agreement. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE XVIII

MODIFICATION OF AGREEMENT IN NEGOTIATION OF A SUCCESSION AGREEMENT

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws 1974, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employees covered under this Agreement.

ARTICLE XVIII - Continued

- B. Whenever members of the negotiating unit are scheduled by the Board to participate during working hours at conferences, meetings or in negotiations respecting the collective bargaining Agreement they will suffer no loss in pay.
- C. If any provision of this Agreement is, or shall at any time be, contrary to law, then such provisions shall not be applicable, performed or enforced. In such event, all other provisions of this Agreement shall continue in full force and effect.

ARTICLE XIX

SALARIES

- A. All employees covered by this Salary Schedule shall be construed to be on duty for the calendar year, twelve (12) months unless otherwise scheduled. The working year for ten (10) month staff members shall be construed as 200 days. The working year for eleven (11) month staff members shall be construed as 220 days. The working year for twelve (12) month staff members shall be construed as 240 days, less earned vacation.

A work day is defined as a day in which the employee is scheduled for work at the place of employee assignment or on approved vacation. Salary for 200 work days will be computed at 5/6th of the adopted salary guide and will be designated in accordance with job classification. Salary for 220 work days will be computed at 11/12th of the adopted salary guide and will be designated in accordance with job classification.

Salary for 240 work days, less vacation, will be computed on approved salary guide in accordance with classification.

- B. An employee covered by this Salary Schedule will advance only one (1) step per contract year.
- C. Transfers from one position to another shall be given full credit for all years of experience presently held at the time of transfer.
- D. Initial placement on scale may be negotiated on the basis of training and experience as approved by the Superintendent for new employees.
- E. Any regular, annual or school year employee who is under contract in any of the categories listed in the recognized bargaining unit and who is employed only a portion of each day shall have his salary prorated in accordance with this schedule. Salary increments shall be by action of the Board of Education and shall be based upon approved service. Any increments or adjustments may be withheld in accordance with New Jersey School Law Title 18A:29-14. A member of the bargaining unit whose increment or adjustment is withheld may use the appeal procedure in New Jersey School Law Title 18A:29-14 or may grieve the action in accordance with the grievance procedure in this Agreement.

F. Salary Scales:

<u>Year</u>	<u>Class I</u>		<u>Class II</u>		<u>Class III</u>		<u>Year</u>
	<u>12</u>	<u>10</u>	<u>12</u>	<u>10</u>	<u>12</u>	<u>10</u>	
1	6140	5095	5780	4785	5460	4515	1
2	6540	5430	6170	5115	5850	4845	2
3	6940	5765	6560	5145	6240	5175	3
4	7385	6135	6995	5805	6665	5520	4
5	7825	6500	7430	6165	7085	5875	5
6	8265	6870	7860	6525	7505	6225	6
7	8710	7240	8290	6885	7925	6575	7
8	9155	7610	8725	7245	8345	6925	8
9	9595	7980	9155	7605	8765	7275	9
10	10035	8450	9590	7965	9190	7625	10
11	10480	8720	10020	8325	9610	7975	11
12	10925	9085	10450	8685	10035	8330	12
13	11365	9455	10880	9045	10455	8680	13

ARTICLE XX

RETIREE ALLOWANCE

Retiring employees will be granted payment according to years of service
in the District:

After 10 years	-	\$100
After 20 years	-	\$300
After 30 years	-	\$500

ARTICLE XXI

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1980, and shall continue in full force and effect until June 30, 1983, with an article of choice for each party and the salary guide to be reopened for negotiations in the second and third years of the Agreement.
- B. In witness thereof, the Association and the Board have signed this Agreement through action of these designated officers:

WOODSTOWN-PILESGROVE REGIONAL
SECRETARIAL ASSOCIATION:

Latsey R. Buckley
President

WOODSTOWN-PILESGROVE REGIONAL
BOARD OF EDUCATION:

David J. Kline
President

Margaret H. Coles
Secretary

Wilbertha Mullon
Secretary